
POLICY AND PROCEDURES

Office of Management

Change in Duty Station

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BACKGROUND

The purpose of this MAPP is to establish Center-wide guidance and procedures on an employee initiated (non-directed) voluntary change in duty station request. A change in duty station is when an employee’s work site or station is moved to a new geographic location (a change in city/town, county or state that is at least 50 miles outside of the original work site) AND when no other change occurs. This guidance does not apply to supervisors, team leaders or PHS Commissioned Corps personnel, nor does it apply to participants in the Flexible Workplace Program who are required to alternate days between their official duty station and their private residence and/or other designated satellite area in their local area.

This guidance is based on an individual’s request to accommodate a personal situation and does not cover directed reassignments or other administratively determined changes in duty station. It also is not intended to allow employees to select individual duty stations.

POLICY

1. The term “change in official duty station (alternate duty location)” means that an employee’s official work station is changed from the geographic location traditionally associated with his/her job to a new location. Locations for duty stations are a management decision and must adhere to applicable Agency policy regarding telework. Determinations will be made in a manner which promotes the efficiency of the program, does not impact customer service, and is fair and equitable to employees.
2. Employees new to the Center must serve in their position for at least 1 year before being eligible to submit a request for a voluntary change in duty station.
3. Change in duty stations will be typically approved on a time limited basis for reasons such as transfers associated with spousal military orders, eldercare, and hardship situations. This work arrangement will be reviewed on a yearly basis providing an assessment on whether the arrangement still enables the organization to achieve its mission and goals.
4. A new request must be submitted when an employee’s address changes from one geographical location to another.
5. There is no entitlement to a voluntary change in duty station and approval and/or denial will be based on factors such as the ability of the employee to perform his or her work at the alternative location, the impact on the organization’s mission, position responsibilities, and performance at an acceptable level of competence. These decisions will be made at management’s discretion.
6. Relocation expenses will not be authorized for voluntary change in duty station approvals. Employees assume all costs of the move to and from the duty station. Employees are advised to consider the requirement as they plan living arrangements at the new alternative location. CDER will have no liability and will not pay any costs, such as the purchase or rental of housing or educational expenses, should the employee be required to return to the traditional or original duty location.
7. If an employee requests to change their duty station back to the original site, this too, must be approved by management officials and will be based on the needs of the organization and may or may not be approved.
8. In circumstances where the official worksite is reassigned to the telework location, trips to the main worksite are “official business” and the employee is entitled to travel reimbursement since the “official” duty location is outside the commuting area.

9. Reporting expectations to the official duty station should be documented to the employee in writing.
10. Reassignment of the official worksite may affect pay. The employee whose official worksite is officially changed to another geographic location must be paid according to the pay scale (to include any locality) of the new duty station. When a change in duty station results in an employee's work site or station being moved to a new geographic location that causes the locality pay to change, the action must be processed as a change in duty station. Supervisors must ensure the employee is aware of any impact to pay or benefits that may result from the change in duty station and the employee must sign a Memorandum of Agreement that explains all the terms and conditions resulting from the change in duty station. Employees are encouraged to contact their servicing Human Resources Specialist in the Office of Human Resources regarding possible changes.
11. Reassignment of the official worksite may have implications in the event of a Reduction in Force, as the new location may be a different competitive area than the original worksite.
12. Employees must be performing at an acceptable level of competence or higher, not be on a performance improvement plan, or have received any disciplinary actions or adverse actions within the last six months.
13. Reassignment of office worksite affects pay. The employee whose official worksite is reassigned receives locality pay for the telework worksite, not the original worksite. Locality pay tables are available on the Office of Personnel Management (OPM) Pay Information site.
14. Employees are responsible for all operating costs, home maintenance, and any other incidental costs (e.g., utilities, internet, etc.) associated with the use of their residence as an alternative worksite for telework. Employees will be responsible for paying any costs associated with using an internet service provider at their residence while teleworking. The FDA information technology department will not provide support to the employee's home network or other non-Federal networks. Relocation expenses (unless the relocation is mandated by CDER) will be paid for by the employee. The employee will work closely with the program office to securely prepare all Agency equipment for relocations with the employee's personal belongings.

PROCEDURES

Initial Application

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1. The Office Director (OD), upon an employee's voluntary request and his/her concurrence, will submit a "change in duty station written request to the Senior Management Officer (SMO).
 2. The Office Director's package will include the Center's standard memorandum (Attachment 1). The memorandum will be utilized and submitted along with the required attachments (Memorandum of Agreement (Attachment 2)); position description; updated Flexible Workplace Arrangements Program agreement; current resume; latest personnel action (SF-50); and any additional documentation to support the request, (i.e., military orders, physician documentation, etc.)
 3. The OD will forward the request to the SMO, as appropriate. The OD will notify the employee not to move to the new duty station until all approvals have been cleared.
 4. The SMO will review the request prior to submission for completeness and compliance with the Center's requirements. Once deemed complete, the package is then forwarded to the Division of Management Services (DMS), Office of Management.
 5. The DMS will conduct a final review of the package for completeness ensuring all requirements are met. Once deemed complete, the request will be forwarded to the Associate Director for Management.
 6. The Associate Director for Management will meet with the Center Director for the purpose of reaching a decision for approval/disapproval.
 7. If the request is approved, the SMO will be notified to enter the change in duty station request in the CapitalHR system with the action code of DTA (Data Change) and the reason code of CDS (Change in Duty Station). In most situations, the effective date of the personnel action will be the first full pay period following the approval of the request. The complete request must be forwarded to DMS for approval. DMS will then forward the approval package and appropriate documentation to the Office of Human Resources for review and processing.
 8. Supervisors will assess the effectiveness of the arrangement during the performance review cycle to ensure that organizational needs are being met. If a determination is made that the organizational needs are not being met, the arrangement may be terminated with a 30-day advance notice. Prior to effectuating terminations of this arrangement, the situation will be reviewed by the OD, immediate supervisor, and the employee in an attempt to return the employee's performance to an acceptable level. In the event no improvements are made in the employee's performance level over an established period of time, the supervisor will initiate a termination request. The OD must either concur or not concur on the return to duty station request.

9. If the request is denied at OHR, the OD will notify the employee of the decision in writing (email is acceptable).

Recertification

1. The Office of Management (OM) will send an electronic notification using SharePoint to the Program Office 90days prior to the expiration date of the Change in Duty Station (CDS).
2. The OD and Immediate Supervisor will determine if an extension of the CDS will be recommended for approval.
3. The OD will complete the SharePoint Notification Form to notify OM of either 1) recertification; 2) new applications; or 3) termination will be pursued.
4. The employee recertification can be done by uploading the required completed forms including an updated FWAP agreement and Memorandum of Agreement (MOA) into SharePoint. The Administrative Staff will review the recertification forms prior to submission for compliance with the Center's requirements.
5. The OM/DMS will conduct a final review of the package for completeness ensuring all requirements are met. Once deemed complete, the request will be forwarded to the DMS Director or designee for concurrence.
6. The OD will receive confirmation of package approval status within 3 days of receipt.

REFERENCES

1. OPM Official Worksite for Location Based Pay (Fact Sheet)
2. DHHS Telecommuting Program Policy, dated October 13, 2011
3. 5 U.S.C., Part 3, Subpart D, Section 5702, Per Diem; Employees Traveling on Official Duty
4. Collective Bargaining Agreement between NTEU and FDA, Article, dated October 1, 2010.

DEFINITIONS

Employee means an individual employed in or under an agency 5 U.S. Code § 5102.

Official Duty Station (ODS) is the current work location (city, town, state) where the employee regularly performs his/her duties. Telecommuting does not change the ODS unless an employee is on a 100% Telework agreement.

Work Site is defined as the place where an employee works, or at which the employee’s activities are based, as determined by FDA/CDER management officials.

Change in Duty Station is when an employee’s work site or station is moved to a new geographic location. A new geographic location would be one where there is a change in city/town, county or state that is at least 50 miles outside of the original duty site.

EFFECTIVE DATE

This MAPP is effective upon date of publication.

CHANGE CONTROL TABLE

Effective Date	Revision Number	Revisions
3/12/2014	1	Procedures clarified.
5/6/19	N/A	Recertified, no changes

Attachment 1: "SAMPLE CENTER DIRECTOR APPROVAL DOCUMENT"

Memorandum

Date:

From: Office Director, CDER

Through: Associate Director for Management
Office of Management, CDER

To: Director
Center for Drug Evaluation and Research

Subject: Change in Duty Station (employee's name, title, series, grade and bargaining unit code of current position)

Explanation of Request (specific reason for request)

Justification to include: type of work the employee will be performing; benefits to Center/Agency and the employee; level of confidentiality and security; how work will be communicated; cost/benefit considerations; official alternate work station/address; and employee's title, series, grade and bargaining unit code of position for change in duty station request.

This work arrangement will be reviewed on a yearly basis to provide an assessment on whether the arrangement still enables the organization to achieve their mission and goals.

Approved _____ Disapproved _____

Janet Woodcock, M.D.
Director
Center for Drug Evaluation and Research

Attachments:

- Flexible Workplace Arrangements Program Agreement
- Current resume
- Recent personnel action (SF-50)
- Position description for request
- Additional documentation (i.e., military orders, physician documentation, etc.)
- Memorandum of Agreement

Attachment 2: MEMORANDUM OF AGREEMENT



DEPARTMENT OF HEALTH & HUMAN SERVICES

Food and Drug Administration
Silver Spring, Maryland 20993

D R A F T

MEMORANDUM OF AGREEMENT
BETWEEN

{Insert Office Name}, Center for Drug Evaluation and Research
AND
[Employee Name]

This document describes the terms and conditions of work, related to the request of **[Employee's name]** to participate in the Flexible Workplace Arrangement Program (telework) at his/her home address of record full-time which is outside of the Washington, D.C. Metropolitan area.

The employee fully understands that: *(Employee must review and initial all items below)*

- They are responsible for all costs associated with the move to their new duty stations.
- The request to change the official duty station is for a period not to exceed one year and will be reviewed during the annual performance review cycle and must be resubmitted annually.
- The continuation of this agreement will be based on performance, conduct and the ability to continue the advancement of the agency mission.
- If the employee's performance declines or fails to benefit organizational needs, CDER may terminate this arrangement and change the CDS at any time.
- Their pay, benefits, and entitlements are based on the official duty station of **[Insert City, State]**.
- The employee agrees to follow established office procedures for planning, requesting, and obtaining approval of leave. Requests for leave will be sent to the supervisor in writing.
- Overtime/compensatory time may only be worked if requested and approved in advance by the supervisor.
- The employee and CDER agree that the employee may be requested to return to the White Oak Campus, Silver Spring, Maryland on an as needed basis for consultation, briefings, meetings, training, etc., necessary for the successful initiation and or resolution of projects. CDER agrees to pay all work-related travel expenses.
- The employee is responsible for protecting Agency records/documents from unauthorized use or damage and comply with the requirements of the Privacy Act of 1974, 5 USC 552a.

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CENTER FOR DRUG EVALUATION AND RESEARCH

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___ The employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. Further, the employee agrees to return all equipment in the event of resignation, transfer to another government Agency, reassignment to another Center within the FDA, termination, or retirement.

___ The employee understands that this agreement does not preclude his/her supervisor from taking appropriate disciplinary or adverse action against the employee should he/she fail to comply with the provisions of this agreement.

Employee's Signature

Date

Immediate Supervisor's Signature

Date

Office Director's Signature

Date